

## Agreement to Sell Real Estate

This Agreement is made on June 6, 2017, between Robert E. Lefever & Linda L. Lefever, Seller, of 3148 Pinch Road, City of Manheim, State of PA, 17545, and Stephen & Brittany Weiler, Buyer, of 2886 Pinch Road, City of Manheim, State of PA, 17545.

The Seller now owns the following described real estate, located at 3148 Pinch Road, City of Manheim, State of PA, 17545.

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms:

1. The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness, unless noted in this Agreement.
2. The following personal property is also included in this sale:

stove  
refridgerator

3. The Buyer agrees to pay the Seller the sum of \$ 305,000, which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least thirty (30) days prior to the closing date for this Agreement: a mortgage in the amount of 274,500.00, payable in 240 monthly payments, with an annual interest rate of 3.625 percent.

4. The purchase price will be paid as follows:

Earnest deposit (upon signing this Agreement)

\$ 5,000.00

Other deposit: \_\_\_\_\_

\$ \_\_\_\_\_

Cash or certified check on closing

\$ 300,000.00

(subject to any adjustments or prorations on closing)

\$ 305,000.00

Total Purchase Price

5. The Seller acknowledges receiving the Earnest money deposit of \$ 5,000.00 from the Buyer. If Buyer fails to perform this Agreement, the Seller shall retain this money. If Seller fails to perform this Agreement, this money shall be returned to the Buyer or the Buyer may have the right of specific performance. If Buyer is unable to obtain suitable financing at least thirty (30) days prior to closing, then this money will be returned to the Buyer without penalty or interest.

6. This Agreement will close on August 1, 2017, at \_\_\_\_\_ o'clock, at \_\_\_\_\_



### SELLER'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Seller to initial one).

~~REL~~ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO SELLER: (Seller to initial one).

\_\_\_\_ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents):

~~REL~~ Seller has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

BUYER'S ACKNOWLEDGMENT (Buyer to initial all applicable).

\_\_\_\_ Buyer has received copies of all information listed above.

\_\_\_\_ Buyer has received the publication "Protect Your Family from Lead in Your Home."

\_\_\_\_ Buyer has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

~~SRW~~ Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Seller and Buyer have reviewed the information above and certify, by their signatures at the end of this Agreement, that to the best of their knowledge, that the information they have provided is true and accurate.

16. Seller agrees to provide Buyer with a Real Estate Disclosure Statement (or its equivalent that is acceptable in the State in which the property is located) within five (5) days of the signing of this Agreement. Upon receipt of the Real Estate Disclosure Statement from Seller, Buyer shall have five (5) business days within which to rescind this Agreement by providing Seller with a written and signed statement rescinding this Agreement. The disclosures in the Real Estate Disclosure Statement are made by the seller concerning the condition of the property and are provided on the basis of the seller's actual knowledge of the property on the date of this disclosure. These disclosures are not the representations of any real estate agent or other party. The disclosures themselves are not intended to be a part of any written agreement between the buyer and seller. In addition, the disclosure shall not, in any way, be construed to be a warranty of any kind by the seller. *California Additional Disclosure Requirements* for sales of residential property: Seller shall provide any required disclosures under applicable California law within 15 days after the signing of this Agreement, including California Real Estate Transfer Disclosure Statement, California Natural Hazard Disclosure Statement, and any additional required disclosures, including (a) local or county disclosures, (b) industrial use disclosures, (c) military ordinance disclosures, or (d) Mello-Roos Community Facilities Act disclosures. Buyer has the right to cancel this Agreement within three (3) days after receipt of each of such disclosures, and have all earnest money or deposits returned. *California Additional Required Notice for sale of residential property:* The California Department of Justice, sheriff's departments, and police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the California Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

17. The parties also agree to the following additional terms:

Bedroom upstairs (right) Laundry area finished  
Painting finished Patio door in dining room installed  
Trim finished throughout house  
HVAC working/running

18. No modification of this Agreement will be effective unless it is in writing and is signed by both the Buyer and Seller. This Agreement binds and benefits both the Buyer and Seller and any successors and assigns. Time is of the essence of this Agreement. The acceptance of a deed by the Buyer shall be considered full performance of every obligation of the Seller under this Agreement. This document, including any attachments, is the entire agreement between the Buyer and Seller. This Agreement is governed by the laws of the State of PA.

Linda L. Lefever

Robert E Lefever

Signature of Seller

Linda L. Lefever

Robert E LEFEVER

Name of Seller

\_\_\_\_\_  
Signature of Witness for Seller

\_\_\_\_\_  
Signature of Witness for Seller

Stephen R Weiler

Brittany L. Weiler

Signature of Buyer

Stephen R Weiler

Brittany L. Weiler

Name of Buyer

\_\_\_\_\_  
Signature of Witness for Buyer

\_\_\_\_\_  
Signature of Witness for Buyer



Young & Young Attorney, City of Manheim, State of PA.

At that time, and upon payment by the Buyer of the portion of the purchase price then due, the Seller will deliver to Buyer the following documents:

- (a) A Bill of Sale for all personal property
- (b) A Warranty Deed for the real estate
- (c) A Seller's Affidavit of Title
- (d) A Closing Statement
- (e) Other documents:

7. At closing, pro-rated adjustments to the purchase price will be made for the following items:

- (a) Utilities
- (b) Property taxes
- (c) The following other items:

8. The following closing costs will be paid by the Seller:

1% title transfer fee

9. The following closing costs will be paid by the Buyer:

1% title transfer fee

10. Seller represents that it has good and marketable title to the property and will supply the Buyer with either an abstract of title or a standard policy of title insurance. Seller further represents that the property is free and clear of any restrictions on transfer, claims, indebtedness, or liabilities except the following:

- (a) Zoning, restrictions, prohibitions, or requirements imposed by any governmental authority
- (b) Any restrictions appearing on the plat of record of the property